

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 7	
2. Amendment/Modification No. P00011		3. Effective Date 2001MAY31		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM-ROCK ISLAND AMSTA-AQ-ARCC MYRNA DOWELL (309)782-4635 ROCK ISLAND IL 61299-7630 EMAIL: DOWELLM@RIA.ARMY.MIL		Code W52H09		7. Administered By (If other than Item 6) DCM CLEVELAND ADMIRAL KIDD BLDG. 555 EAST 88TH STREET BRATENAHL OH 44108-1068 SCD C PAS NONE ADP PT SC1012		Code S3603A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) INDUSTRIAL MACHINING & DESIGN SERVICES INC 860 MAIN AVE SW WARREN OH 44483-0000 TYPE BUSINESS: Small Disadvantaged Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAD13-00-C-0025	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2000OCT12	
Code 06HG2		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AB NET INCREASE: \$1,439,930.25							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: C It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 43.103(a)					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
SEE SECOND PAGE FOR DESCRIPTION							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) JOYCE L KLEIN KLEINJ@RIA.ARMY.MIL (309)782-5051			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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Name of Offeror or Contractor: INDUSTRIAL MACHINING & DESIGN

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION IS TO FORMALIZE LETTER MODIFICATION P00011 DATED MAY 31, 2001 THAT AWARDED AN ADD-ON QUANTITY OF 3,300 M6 DISCHARGER GRENADE LAUNCHERS. THIS CONTRACT MODIFICATION IS AWARDED AS AN UNDEFINITIZED CONTRACT ACTION WHICH IS TO BE DEFINITIZED ON A FIRM FIXED PRICE BASIS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE BASIC CONTRACT. THE TOTAL PRICE AS STATED BELOW REPRESENTS THE CEILING PRICE AND IS SUBJECT TO DOWNWARD NEGOTIATION ONLY, AT TIME OF DEFINITIZATION. THE TOTAL CEILING PRICE FOR THE ENTIRE CONTRACT ADD-ON IS THIS CONTRACT MODIFICATION IS FUNDED AT 75% OF THE THE GOVERNMENT'S MAXIMUM LIABILITY FOR THIS CONTRACT IS THE CONTRACT MODIFICATION WILL BE DEFINITIZED BY JULY 30, 2001.

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor: INDUSTRIAL MACHINING & DESIGN

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
	<div> <div>PRODUCTION QUANTITY</div> <div> <div>NSN: 1040-01-383-4114</div> <div>NOUN: DISCHARGER,GRENADE,</div> <div>FSCM: 81361</div> <div>PART NR: 13-12-400</div> <div>SECURITY CLASS: Unclassified</div> <div>PRON: S61ZA722SB PRON AMD: 04 ACRN: AB</div> <div>AMS CD: 070011</div> </div> </div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: Origin ACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <div> <div>DOC SUPPL</div> <div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>001 W58HZ11136A591 W22PVJ J 2</div> </div> <div> <div>DEL REL CD QUANTITY DEL DATE</div> <div>001 150 30-AUG-2001</div> <div>002 400 30-SEP-2001</div> <div>003 400 30-OCT-2001</div> <div>004 400 30-NOV-2001</div> <div>005 400 30-DEC-2001</div> <div>006 400 30-JAN-2002</div> <div>007 400 28-FEB-2002</div> <div>008 400 30-MAR-2002</div> <div>009 350 30-APR-2002</div> </div> </div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div> <div>(W22PVJ) XU GENERAL SUPPLY STORAGE POINT</div> <div>BLUE GRASS ARMY DEPOT</div> <div>2091 KINGSTON HWY</div> <div>RICHMOND KY 40475-5000</div> </div>	3300	EA	\$ UNDEFINITIZED	\$ 1,439,930.25

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/		OBLG STAT/			INCREASE/DECREASE		CUMULATIVE
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>JOB ORD NO</u>		<u>PRIOR AMOUNT</u>	<u>AMOUNT</u>		<u>AMOUNT</u>
0001AD	S61ZA722SB	AB	1	\$	0.00	\$	1,439,930.25	\$ 1,439,930.25
	070011							
					NET CHANGE	\$	1,439,930.25	

SERVICE	NET CHANGE					ACCOUNTING	INCREASE/DECREASE
<u>NAME</u>	<u>BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>				<u>STATION</u>	<u>AMOUNT</u>
Army	AB	97 X4930AC61 6N	26FB	S19130		W13G07	\$ 1,439,930.25
					NET CHANGE	\$	1,439,930.25

		<u>PRIOR AMOUNT</u>		<u>INCREASE/DECREASE</u>		<u>CUMULATIVE</u>
		<u>OF AWARD</u>		<u>AMOUNT</u>		<u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$	1,281,835.46	\$	1,439,930.25	\$	2,721,765.71

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SECTION I - CONTRACT CLAUSES

<u>Status</u> <u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 CHANGED 52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$1,439,930.25 dollars.		
(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$1,439.930.25 dollars.		
(End of clause)		
(IF6056)		

I-2 CHANGED 52.216-25	CONTRACT DEFINITIZATION	OCT/1995
(a) A FIRM FIXED PRICE definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a FIRM FIXED PRICE proposal and cost or pricing data supporting its proposal.		
(b) The schedule for definitizing this contract is: ESTIMATED DATE OF CONTRACT DEFINITIZATION IS 30 JUL 01.		
(c) If agreement on a definitive contract to supersede this letter is not reached by the target date in paragraph (b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.		
(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by -		
(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);		
(ii) All clauses required by the law as of the date of the Contracting Officer's determination; and		
(iii) Any other clauses, terms, and conditions mutually agreed upon.		
(2) To the extent consistent with subparagraph (c)(1) above, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.		
(End of clause)		
(IF6062)		

I-3 CHANGED 252.217-7027 DFARS	CONTRACT DEFINITIZATION	OCT/1998
(a) A FIRM FIXED PRICE DEFINITIVE CONTRACT is contemplated. The contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the underfinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a FIR FIXED PRICE proposal and cost or pricing data supporting its proposal.		
(b) The schedule for definitizing this contract is as follows:		
PROJECTED DATE TO BEGIN ALPHA EFFORT - 31 MAY 01 PROJECTED COMPLETION DATE OF ALPHA EFFORT - 30 JUL 01 ESTIMATED DATE OF CONTRACT DEFINITIZATION - 30 JUL 01_____		
(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date		

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in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

- (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--
 - (i) All clauses required by the FAR on the date of execution of this underfinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
 - (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
 - (iii) Any other clauses, terms, and conditions mutually agreed upon.
- (2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.
- (d) The definitive contract resulting from this undefinitized contract action will include a negotiated TOTAL PRICE FOR CLIN 0001AD IN NO EVENT TO EXCEED \$1,919,970.00

End of clause

(IA6715)

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	LETTER MODIFICATION P00011	31-MAY-2001	2PG	